

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS: Chu et al.
SERIAL NUMBER: 10/789,648
FILING DATE: February 27, 2004
FOR: IMAGING SYSTEM
GROUP ART UNIT: 1774
EXAMINER: Hess, Bruce H.

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

06/26/2006 BABRAHAI 00000086 10789648
02 FC:2814

TERMINAL DISCLAIMER

65.00 op

Dear Sir:

The Petitioner, Zink Imaging, LLC, having its principal place of business at 1265 Main Street, Waltham, MA 02451, represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. ("U.S.S.N.") 10/789,648, filed February 27, 2004, by virtue of an Assignment filed and recorded on February 27, 2004, on Reel/Frame 01540/0221, in the United States Patent and Trademark Office, and by virtue of an Assignment electronically filed on June 21, 2006, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A. Further, the Petitioner represents that it is also the owner of U.S.S.N. 10/788,963 (now U.S. Patent No. 7,008,759; issued March 7, 2006); U.S.S.N. 10/789,566; and U.S.S.N. 10/789,600. Petitioner's common ownership of the above-referenced patent and patent applications is evidenced as follows:

Transfer of title from the inventors to Polaroid Corporation is of record with the U.S. Patent and Trademark Office as evidenced by assignment documents recorded at reel/frame 15032/0570 (US Patent No. 7,008,759; recorded 2/27/2004); 15039/0331 (U.S.S.N. 10/789,566; recorded 2/27/2004); and 15040/0190 (U.S.S.N. 10/789,600; recorded 2/27/2004). Subsequent transfer of title from Polaroid Corporation to Petitioner is evidenced by the Patent and Invention Assignment dated as of January 5, 2006, a copy of which is attached as APPENDIX B, which was made of record with the United States Patent and Trademark Office in each of U.S.S.N. 10/788,963 (now U.S. Patent No. 7,008,759; issued March 7, 2006); U.S.S.N. 10/789,566; and U.S.S.N. 10/789,600 by electronic filing of a Request for Recordation of Assignment with the Assignment Branch made June 20, 2006.

The Petitioner hereby disclaims the terminal part of the term of any patent granted on the above identified patent application which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent No. 7,008,759 or any patent granted on U.S.S.N. 10/789,566 or U.S.S.N. 10/789,600, and hereby agrees that any patent so granted on the above identified patent application shall be enforceable only for and during such period that the legal title to U.S. Patent No. 7,008,759 or any patent granted on U.S.S.N. 10/789,566 or U.S.S.N. 10/789,600 shall be the same as the legal title to any patent granted on the above identified patent application, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 7,008,759 or any patent granted on U.S.S.N. 10/789,566 or U.S.S.N. 10/789,600 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent No. 7,008,759 or any patent granted on U.S.S.N. 10/789,566 or U.S.S.N. 10/789,600 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 U.S.C. §154, prior to the full statutory term of U.S. Patent 7,008,759 or any patent granted on U.S.S.N. 10/789,566 or U.S.S.N. 10/789,600 as defined in 35 U.S.C. §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S. Patent No. 7,008,759 or any patent granted on U.S.S.N. 10/789,566 or U.S.S.N. 10/789,600, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

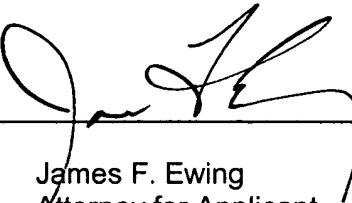
The undersigned is duly authorized to act on behalf of Petitioner and certifies to the best of his knowledge and belief, legal title to the above identified patent application and U.S. Patent U.S. Patent No. 7,008,759; U.S.S.N. 10/789,566; and U.S.S.N. 10/789,600 rests with Petitioner. The undersigned declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these

FIRST-NAMED INVENTOR: Chu et al.
Terminal Disclaimer filed June 21, 2006

statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

By



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Date June 21, 2006

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